

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**



**REQUEST FOR PROPOSALS
FOR CONSTRUCTION**

**DISTRICT ATTORNEY'S OFFICE
RENOVATION AND UPGRADES**

RFP No. 2018-0259-PW/KE

MARCH 2018

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I. ADVERTISEMENT

**SANTA FE COUNTY
REQUEST FOR PROPOSALS
RENOVATION AND UPGRADES AT
THE DISTRICT ATTORNEY'S OFFICES
RFP #2018-0259-PW/KE
NM STATE COMMODITY CODES
(91065)**

The Santa Fe County Public Works Department is requesting competitive, sealed proposals from licensed, qualified contractors who have had past experience renovating occupied buildings for construction services to renovate and upgrade the entire 3-story exterior and interior of the District Attorney's (DA) office complex, located at 327 Sandoval Street, Santa Fe, NM. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM (MDT) April 26, 2018**, at the Santa Fe County Purchasing Division (Second Floor), 142 W. Palace, Santa Fe, New Mexico 87502. By submitting a proposal for the requested services each Offeror is certifying that it is a qualified firm and its proposal complies with regulations and requirements stated within the Request for Proposals.

A **MANDATORY Pre-Proposal Conference** will be held on **March 29, 2018 at 3:00 PM (MDT)** at the Santa Fe District Attorney's Office located at 327 Sandoval Street, Santa Fe, New Mexico. Attendance at the Pre-Proposal Conference is ***MANDATORY. Failure to attend this MANDATORY meeting and site visit will result in the rejection of the Offeror's Proposal.***

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Karen Emery, Procurement Specialist, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 992-6759 or by email at kkemery@santafecountynm.gov or on our website at: www.santafecountynm.gov/services/current_solicitations

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Published: March 11 & 12, 2018

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of construction services from licensed, qualified contractors for construction services for the Santa Fe County District Attorney's (DA) office (District 1) which is located at 327 Sandoval Street, Santa Fe, NM. The project consists of exterior and interior renovations throughout the 3-story structure consisting of 17,160 gross square feet. The office will remain operational during the course of construction making occupant safety issues critical. Phasing of interior work is essential: There is a suggested work sequencing diagram illustrated on sheet G2 of the plans and specifications, but alternative work that might decrease the construction time frame or improve construction efficiency sequencing may be suggested by Offerors. Coordination of work sequencing will require close communication with the DA's designated liaison, the county's project manager and the architect; past experience renovating occupied buildings is an essential part of contractor selection. The estimated Maximum Allowable Construction cost (excluding taxes) is \$1,438,000.00

All potential Offerors are to read, understand and accept the requirements of this RFP.

B. PROJECT DESCRIPTION

(Per the attached drawings and specifications, prepared by Lloyd and Associates Architects. The work shall include, without limitation:

1. PHASED CONSTRUCTION:

- a. The DA's office will remain occupied throughout phased construction, (as indicated in the construction documents on sheet C1). Offerors are required to submit evidence of prior experience in conducting a phased construction projects.
- b. Staff will be temporarily relocated to vacant areas as the work progresses. The contractor will aid in moving office furniture to temporary and then final office locations. Working with staff to protect confidentiality of legal documents is of utmost importance during construction. Offerors are to factor in the cost of phased staging.
- c. Offerors shall submit a safety plan that includes OSHA and appropriate safety standards to be implemented during all phases of construction, which will accommodate both construction and office requirements, and to maintain a clean and safe environment as much as is practicable. All Offerors shall submit their phased construction plan for review, which coordinates all construction activities and schedules with the DA's staff requirements, the architect and the County representatives.

2. SITE WORK & DEMOLITION:

- a. Fencing, gates and signage at designated staging area.
- b. New Security fencing with gates including access control.
- c. Removal of paving at the main entrance.

- d. New hardscape as noted.
- e. Relocate planting as noted.
- 3. EXTERIOR RENOVATION:
 - a. Replace 75 windows
 - b. Exterior painting & repair of wood trim, doors and balconies.
 - c. Stucco repair and apply new finish coat.
 - d. New roofing.
 - e. New double entry door with sidelights and access control hardware.
- 4. INTERIOR RENOVATION:
 - a. Demolition of designated partitions.
 - b. New partitions as noted.
 - c. New counter and cabinet work.
 - d. Remove 13 workstations. Disassemble 9, store and reassemble per schedule.
Provide for 7 new work stations.
 - e. New interior doors with wireless security hardware to interface with IT components.
 - f. New floor and wall finishes throughout, as noted.
 - g. Demolish old suspended acoustic ceilings, as noted on plans, and replace.
 - h. Add new window coverings (25 windows) at ground floor.
 - i. Renovate restrooms to meet ADA accessibility requirements
- 5. Mechanical / HVAC / Plumbing:
 - a. Replace Heat pumps.
 - b. Replace existing duct board
 - c. Add exhaust ducts as noted.
 - d. Add new grills and registers as noted.
- 6. Add Appliances and Toilet Accessories as noted.
- 7. Add new Fire Suppression system as noted.

C. PROJECT COST AND DURATION

- 1. The estimated Maximum Allowable Construction cost (MACC) excluding taxes is \$1,438,000.00
- 2. The project duration is 262 calendar days from Authorization to Proceed to Substantial Completion (180 work days – excluding weekends and holidays). Offerors are required to submit a project schedule that may deviate from this stated duration time frame and that represents the best evaluation of the project duration and completion.

D. QUALIFICATIONS

General Contractors shall demonstrate past experience in the renovation of occupied buildings and sequential phasing of construction. A safety plan that includes OSHA and all appropriate safety standards must be implemented during all phases of construction.

E. PROCUREMENT MANAGER

The County has designated a Procurement Manager or Procurement Specialist, who is responsible for the conduct of this procurement whose name, address and telephone

number is listed below. All deliveries via express carrier should be addressed as follows:

Karen Emery, Procurement Specialist Senior
 Santa Fe County Purchasing Division
 142 W. Palace Avenue, Second Floor
 Santa Fe, NM 87501
 (505) 992-6759

Email: kkemery@santafeacountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. Offerors may contact ONLY the Procurement Specialist regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

F. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"BCC" means the Santa Fe County Board of County Commissioners in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County.

"Close of Business" means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"County" means Santa Fe County.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

The terms "desirable", "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"Evaluation Committee" means a body appointed by the County Procurement Manager to perform the evaluation of offeror proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or

factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Purchasing Division" means the Santa Fe County Purchasing Division.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Purchasing Division	March 11 & 12, 2018
2. Pre-Proposal Conference (Mandatory) 3:00PM	County/Offerors	March 29, 2018
3. Acknowledgement Form Due	Offerors	March 30, 2018
4. Deadline to Submit Additional Questions	Offerors	April 04, 2018
5. Response to Written Questions	Purchasing Division	April 10, 2018
6. Submission of Proposal (2:00PM MDT)	Offerors	April 26, 2018
7. Proposal Evaluation	Evaluation Committee	May 2018
8. Selection of Finalists, if applicable	Evaluation Committee	May 2018
9. Best and Final Offers	Offeror	May 2018
10. Oral Presentations, if applicable	Evaluation Committee Offeror	May 2018
11. Finalize Contract	Purchasing Division	May 2018
12. BCC Approval	BCC	June 12, 2018
13. Contract Award	Purchasing Division	June 15, 2018

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 9-10 will not occur.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issue RFP

This RFP is being issued by the Santa Fe County Public Works Department and the Purchasing Division in accordance with the provisions of Sections 13-1-111 through 13-1-117 NMSA 1978.

Request for Proposal Documents will be available by contacting Karen Emery, Procurement Specialist, Senior 142 West Palace Avenue (Second Floor), Santa Fe, New Mexico 87501, by telephone at (505) 992-6759 or by email at: kkemery@santafecountynm.gov

All bidding documents including plans and specifications will be provided through a drop-box link. https://www.dropbox.com/sh/w53i72ssb6d2qeh/AAB_9ghlMErUWJ244EXyHwba?dl=0

2. Mandatory Pre-Proposal Conference

The mandatory pre-proposal conference is scheduled to occur on the date indicated in the "Sequence of Events" at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the deadline indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference. ***Attendance at the Pre-Proposal Conference is MANDATORY. Failure to attend this MANDATORY meeting and site visit will result in the rejection of the Offeror's Proposal.***

3. Acknowledgement of Receipt Form

Offerors should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on the date indicated in the "Sequence of Events" at Section III.A.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All questions about the meaning or intent of the RFP, the scope of the project or the Construction Documents shall be submitted in writing to the Procurement

Manager, listed in Section II, Paragraph D. and sent by e-mail. **Any contact with any other County staff member other than the Procurement Manager named in this RFP may be grounds for rejection of a proposal. Questions received less than seven (7) business days prior to the date for submission of proposal will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Copies of the Standard Agreement between Owner and Contractor are included in the Project Manual. Offerors are encouraged to familiarize themselves with this Standard Agreement between the Owner and Contractor. Any questions concerning the project or selection process shall be submitted in writing to the Procurement Manager.

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all Offerors whose names appear on the procurement distribution list and posted to the Santa Fe County Web Site.

6. Submission of Proposal

Offerors shall submit a two-part, two volume written proposal. Each volume shall be submitted in a separate sealed envelope or package. Clearly label each volume with the RFP number, your name, Company name, address and date of submittal and prominently identify each as Volume I: Technical Proposal and Volume II: Price Proposal.

Volume 1: Technical Proposal-Response to Evaluation Criteria Statement of Qualifications (**attached**) for Contractor and all Subcontractors, performing work over \$5,000 or one half of one percent of the total contract, whichever is greater.

Volume 2: Cost Proposal – Cost Proposal Form (**attached**)

Additional Required Forms (Appendices)

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **2:00 PM (MDT) April 26, 2018.** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, E. **Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals No. 2018-0259-PW/KE and refer to the RFP number.** Proposals submitted by facsimile or other electronic means will not be accepted. Proposals must be delivered to:

Karen Emery, Senior Procurement Specialist
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County. The Evaluation Committee will review each proposal. The Statements of Qualification forms for contractor and subcontractor(s) will be scored first and independently of the price proposal evaluation. Points will be allotted per Section VI of this RFP by each member of the Evaluation Committee. Point totals will be translated to a numeric ranking. The rankings will be totaled to determine the overall ranking of the firms. The Evaluation Committee may award the contract to the highest ranked proposal received or may determine to hold oral presentations with the highest-ranked Offerors.

This process will take place during the timeframe indicated in the "Sequence of Events" at III.A, above. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Manager may notify the finalist Offerors on the date indicated in the Sequence of Events at Section III.A, above. Only finalists will be invited to participate in the subsequent steps of the procurement, if the finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A, above.

10. Oral Presentations (If Applicable)

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror's presentation. All Offeror presentations will be held by the date indicated in the "Sequence of Events" at Section IIIA, above.

11. Finalize Contract

The contract will be finalized with the most advantageous offeror during the timeframe indicated in the Sequence of Events at Section III.A, above. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" in Section III.A, above. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager. The contract shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County
Attn: Bill Taylor, Procurement Manager
Purchasing Office
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1, and Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Prime Contractor shall complete Statement of Qualifications Questionnaire form. Prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

All subcontractors shall complete Statement of Qualifications Questionnaire form. The contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Pre-listed Subcontractors

Prior to the award of the Contract, the County will notify the Offeror, in writing, if either the County or the Engineer, after due investigation, has reasonable and substantial objection to any person or organization on the Subcontractor's Listing Form, and refuses in writing to accept such person or organization, the Offeror may, at their option, (1) withdraw their proposal, or (2) submit an acceptable substitute subcontractor with no increase in the proposal price.

6. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

7. Offerors' Right to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or ninety (90) days

after receipt of a best and final offer if one is submitted.

9. Disclosure of Proposal Contents

Proposals are not open to public inspection until after an Offeror(s) has been selected for award of a contract.

An Offeror may request non-disclosure of confidential information in its proposal. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of information for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any statutory prohibition on the disclosure of confidential data.

10. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

11. Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly

brought to the attention of the Procurement Manager.

14. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix J.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager approval.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. This right is at the sole discretion of the Procurement Manager.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New

Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County.

25. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

26. Certification regarding Responsibility Matters)

Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

- A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.

- C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
- D. Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds 3,000.00 of which the liability remains unsatisfied.
 - 1. Taxes are considered delinquent if both of the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - 2. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to Santa Fe County Procurement Manager if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or

Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available the County Purchasing Agent may terminate the involved contract for cause. Still further the County Purchasing Agent may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the County Purchasing Agent.

27. Preferences in Procurement by Santa Fe County

A. *New Mexico In-state Preference.*

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an “in-state resident contractor”. Application of a resident contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the NM State Taxation and Revenue Department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor’s payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

-OR-

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “resident veteran business”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue **and** the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror’s score.

The NM in-state preference is not cumulative with the resident veteran preference.

28. Double-Sided Documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse... "all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County".

29. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (*Establishing a Living Wage*).

THIS SECTION INTENTIONALLY LEFT BLANK

IV. SECURITY, BONDS, WAGE RATES & LIQUIDATED DAMAGES

A. SECURITY FOR PRICE PROPOSAL

1. Security in an amount of not less than five percent (5%) of the total amount of proposal submitted is required of each Offeror. An acceptable Bond or Cashier's Check may accompany each proposal as a guarantee that, if awarded the contract, the Offeror will enter into a contract promptly and execute the required Contract Documents. The successful Offeror's security will be retained until they have signed a contract and furnished the required payment and performance bonds. The security shall become property of Santa Fe County as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth. Santa Fe County reserves the right to retain the security of the next two ranked Offerors until the accepted Offeror enters into a contract or until forty-five (45) days after the receipt of proposals, whichever is shorter. All other security will be returned within seven (7) days of the selection announcement.
2. The Offeror will provide a Security for the Price Proposal with the Price Proposal form submittal.
3. The Offeror will require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of its Power of Attorney.

B. FORM OF BONDS / TIME AND DELIVERY

1. **PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, the Offeror shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds, performance and payment, shall each be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.
2. **TIME OF DELIVERY AND FORM OF BONDS:** The awarded Contractor shall deliver the required bonds to the County no later than seven (7) days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this section. The contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

C. WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT: The awarded contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978,

13-4-11 thru 13-4-17. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an addendum.

A contractor or subcontractor who submits a bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act must be registered with the New Mexico Workforce Solutions at the time of the bid opening. The registration number shall be provided in the bid submitted by the contractor in the space provided for subcontracts with work proposed. After the bid opening, the registration numbers will be verified by the County and the bid will be determined to be non-responsive and disqualified if the registration numbers are *“inactive”* and the contractor does not provide proof of the required registration for itself or its subcontractors for work proposed over sixty thousand dollars (\$60,000).

- D. LIQUIDATED DAMAGES: Liquidated damages in the amount of five hundred dollars (\$500.00) per each calendar day that expires after the date of substantial completion until substantial completion is achieved and a certificate of Substantial Completion is issued by the County.

V. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only **one** response to this RFP. The proposal shall be submitted in two parts: Volume 1: Technical Proposal and Volume II: Price Proposal (in a separate sealed envelope).

B. NUMBER OF COPIES

Offerors shall deliver one original and five identical copies of its Technical Proposal, mark one as "Original"; and only one Price Proposal marked as "Original", to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals.

The proposal shall be submitted in two Volumes:

Volume 1: Technical Proposal

Volume 2: Cost Proposal (**in separate sealed envelope**)

All proposals must be submitted as follows:

Typewritten on standard 8 ½ x 11 inch paper with foldout sheets allowed up to 11" x 17" in size (for charts, spreadsheets, etc.), All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Proposals will be placed within binders with tabs delineating each section and shall be printed double-sided.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

C. PROPOSAL FORMAT

1. Proposal Organization

All pages shall be numbered. Proposals shall be organized and tabbed as follows:

- a) Table of Contents
- b) Letter of Transmittal Form (Attachment 1)
- c) EMR Experience Modification Rate (Attachment 2)
- d) New Mexico Employees Health Coverage Verification Form (Attachment 3)
- e) Volume 1: Technical Proposal (Items b-f and the Statement of qualifications, attached)
- f) Volume 2: Cost Proposal Form (**separate sealed envelope**)
- g) Campaign Contribution Disclosure Form (Appendix B)
- f) NM State Resident Preference Certificate, if applicable
- g) Resident Veterans Preference Certifications, if applicable (Appendix C)
- h) Subcontractor Listing Form (Appendix D)
- i) Non-Collusion Affidavit of Prime (Appendix E)
- j) Certification of Non-Segregated Facilities (Appendix F)

k) Certification of Bidder Regarding Equal Employment Opportunity
(Appendix G)

2. **Letter of Transmittal Form**—Each proposal must be accompanied by a letter of transmittal form (Attachment 1). **Transmittal letters that omit any of the following minimum information may be deemed non-responsive.** The transmittal letter shall contain an acknowledgement and certification section with the following provisions:

Identify the submitting business entity.

- a) Identify the name, title, telephone and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- b) Identify the name, title, telephone and e-mail address of the person authorized to negotiate the Contract on behalf of the organization (if different than (a) above).
- c) Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- d) Submit the Offerors organization and any sub tiers organization of employees and positions that includes resumes for each employee (working on the project) referencing his/her qualifications.
- e) Identify subcontractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- f) Describe the relationship with any other entity which will be used to the performance of the awarded contract.
- g) Identify the following with a check mark and signature where required:
 - 1) Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section III, C;
 - 2) Acceptance of Section VI, A of this RFP; and
 - 3) Acknowledge receipt of any and all amendments to this RFP.

Must be signed by the person identified in subsection “a” above
- h) Response to Contract Terms and Conditions.
- i) Offeror’s Additional Terms and Conditions.

3. **VOLUME 1: Technical Proposal**

- a) Table of Contents
- b) Company Brief (voluntary) – limit of 2 pages (count each printed side as a page) with font no smaller than 12
- c) Past Performance – Limit 5 pages (count each printed side as a page) with font no smaller than 12.

- d) Project staffing/Capacity –limit 3 pages (count each printed side as a page) with font no smaller than 12.
- e) Project Management Plan – limit 5 pages (count each printed side as a page) with font no smaller than 12.
- f) Project Health and Safety – limit of 3 pages (count each printed side as a page) the Safety Plan is not included in the page count.
- g) Contractor/Subcontractor Qualification Statement – (attached)

4. VOLUME 2: Cost Proposal – (in sealed separate envelope)

- a) **Before submitting a proposal** – each contractor shall carefully examine the RFP; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the contractor observes that portions of the Contract Documents are at variance with the applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified Procurement Manager and the necessary changes shall be accomplished by addendum.
- b) **Cost Proposal Form** – Each Offeror shall complete the Cost Proposal Form and include this form in Volume 2: Cost Proposal in a sealed separate envelope. The proposal, bearing original signatures, must be typed or hand-written in ink on the Cost Proposal Form and submitted in a sealed envelope at the time and location specified in this RFP. Late proposals will be disqualified and returned to the Offeror unopened. The contractor shall propose the lump sum price, (**see specification manual or attached cost proposal form**). The Cost Proposal form is a Lump Sum proposal. If the Offeror’s proposal is accepted by the County, the Cost Proposal will be converted into a Lump Sum construction contract.
- c) **Subcontractor Listing Form (Appendix D)** – Each Offeror shall complete the Subcontractor Listing Form and include this form in their proposal (**see attached subcontractor listing form**). The Offeror shall provide a list of all subcontractors that will perform work on the project above \$5,000 or on half of one percent of the total contract, whichever is greater. The Offeror may not change any of the firms listed without the Owner’s consent. The Owner will consider any request for a change in the listed firms in conformance with the New Mexico “Subcontractors Fair Practices Act” (NMSA 1978, 13-4-31 through 13-4-43). All subcontractors must hold a current registration and be in good standing with the Department of Workforce Solutions at the time of the bid opening.

REQUIRED FORMS:

1. Cost Proposal Form (mandatory in separate sealed envelope)
2. Letter from the bonding company certifying ability to produce a performance bond if awarded the contract (mandatory)
3. Subcontractor List (mandatory) (Appendix D)

5. Additional Required Forms

The following additional forms shall also be completed by Offeror and submitted with proposal:

a) Campaign Contribution Disclosure Form (Appendix B) – Pursuant to NMSA 1978, § 13-1-191.1, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filled by any prospective contractor whether or not they, their family member, or their representative has made any contribution subject to disclosure. The signed unaltered form must be submitted with your proposal.

b) NM State Resident Contractor Preference Certificate, if applicable. Offeror shall provide copy of its preference certificate and include with proposal.

c) Resident Veterans Preference Certification (Appendix C), if applicable. If Offeror provides copy of NM State Resident Veterans Preference Certificate, the corresponding Resident Veterans Preference Certificate, the Offeror shall complete and include this form in their proposal.

d) Subcontractor Listing Form (Appendix D) – Each Offeror shall complete the Subcontractor Listing Form and include this form in their proposal. The Offeror shall provide a list of all subcontractors that will perform on the project above \$5,000 to correspond with submitted Subcontractor's Statement of Qualifications Questionnaire. The Offeror may not change any of the firms listed without the County's consent.

The Owner will consider any request for a change in the listed firms in conformance with the New Mexico "Subcontractor Fair Practices Act" (NMSA 1978 §13-4-41 through 13-4-43).

e) Non-Collusion Affidavit of Prime (Appendix E) – Each Offeror shall complete the Non-Collusion Affidavit of Prime and include this form in their proposal.

f) Certification of Non-Segregated Facilities (Appendix F) – Each Offer shall complete the Certification of Non-Segregated Facilities and include this form in their proposal.

g) Certification of Bidder Regarding Equal Employment Opportunity (Appendix G) – Each Offeror shall complete the Certification of Bidder Regarding Equal Employment Opportunity and include this form in their proposal.

VI. EVALUATION

A. EVALUATION CRITERIA

A maximum total of 1000 points are possible in scoring each proposal for the evaluation. The Evaluation Committee will evaluate the proposals based on the selection criteria described below. The Evaluation Committee may conduct oral interviews with Offerors applying for selection.

The completed Statement of Qualification forms will be reviewed by the Evaluation Committee for accuracy and completeness. Each prospective Offeror must answer all of the questions and provide all requested information, where applicable. Any Offeror failing to do so may be deemed not responsive and not responsible with respect to this qualification at the sole discretion of the Selection Committee. Prime Contractors are hereby informed that in making evaluations and determinations, the Selection Committee is not restricted to the minimum information required for Qualification Statements and that any relevant information regarding performance from reliable sources may be considered. The information in the Statement of Qualification will be used in each of the evaluation categories below to score the proposal. Additional information is requested for each of the categories and must be provided separate from the Statement of Qualification. This additional information will also be used to score the proposal.

A brief explanation of each evaluation criteria is listed below:

1. Past Performance - describe all past experience and performance on projects of similar size, scope and location

180 points

- Past performance summary and past capability to meet schedules, meet budgets and meet project administration requirements for comparable projects.
- Firm's experience in renovation and upgrades in an occupied building of comparable size, the ability to conduct a sequence of work, and work with staff to protect confidentiality. Provide at least three past projects, describing the project, any challenges, any unique solutions/ situations, successes. For those projects, provide budget (original bid and final cost) and schedule information (original completion date and final completion date)—and any explanations as to why budget or schedule changed.
- Offerors are cautioned that the Evaluation Committee will use data provided by teaming partners as well as data obtained from other sources in the evaluation of past performance.

121-180 points for three or more projects of similar size and complexity. Provide a thorough and detailed understanding of requirements and demonstrated significant experience that relates directly to this project.

61-120 points for less than three projects of similar size and complexity. Provided an acceptable understanding of requirements and demonstrated typical experience that relates directly to this project.

1 - 60 points for at least one project of similar size and complexity. Provided a limited understanding of requirements that demonstrated minimal experience that relates directly to this project.

2. Key Personnel/Capacity and Capability - Offeror's Capacity and Capability describe how the project will be staffed and key personnel that will be assigned to the project; **180 points**

- Provide an organization chart of key project personnel/staffing and subcontractors and address how critical subcontractors were selected and will be managed. Describe the role of each teaming partner or subcontractor that will perform the work on the contract.
- Provide a brief resume (education, professional certification(s), years with firm, total years of experience, and a brief description of experience supporting the proposed role) for each key project personnel.
- Address extent to which key personnel have worked together as a team on projects of the same or greater magnitude and on projects of the same nature.

121- 180 points included highly qualified personnel that confirmed abilities to perform the work and demonstrate the ability to provide renovation on an occupied building.

61–120 points included qualified personnel that established average abilities to perform the work and demonstrate the ability to provide renovation on an occupied building.

1 – 60 points included questionable personnel that left concern about abilities to perform the work.

3. Management Plan **200 points**

- Describe how the construction will be organized, managed, and administered to meet the project requirements, including security and safety controls, staging areas, delivery routes, and interfaces required at the site with the using agency.
- Address project specific criteria, risks that have been identified by the RFP and additional risks that the team has identified. Describe processes to minimize risk and to ensure that cost, schedule and quality status and issues are clearly communicated and mitigated with the Engineer, subcontractors, and the owner.
- Describe processes to ensure quality control is mitigated on installed work to ensure that no work is rejected.
- Includes proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if time frames are reasonable. Schedule shall be in MS Word format and shall clearly identify the Critical Path in sufficient detail in order to identify all work elements, to track progress and predict critical path impacts before they happen. Demonstrate ability to re-sequence tasks, if necessary, to accommodate contingencies.
- Describe ability to deliver the project within the construction schedule.

136 – 200 points plan demonstrates a thorough and detailed understanding of requirements and clearly outlines how project is to be administered that included all key components.

68 – 135 points plan demonstrates an acceptable understanding of requirements and outlines in some degree how project is to be administered that included most key components.

1 – 67 points plan does not demonstrate with any certainty an understanding of requirements and there is concern that project can be managed successfully.

4. Health and Safety.....**140 points**

- Provide evidence of a Health and Safety management system. Attach a safety plan.
- Designate the competent person responsible for and capable of implementing the safety and health program/plan.
- Describe and firm's past record of achievement of health and safety targets including Experience Modification Rates (EMR) (Attachment Two)
- Describe best practices to be used in this project.

5. Cost Proposal (in a separate sealed envelope).....**300 points**

Price offered is responsive to the RFP requirements and instruction and is realistic in respect to project plans and specifications. Scoring will be based on formula below:

$$\frac{\text{Price of Lowest Offeror}}{\text{Price of this Offeror}} \times 300 = \text{Maximum Price Score of this Offeror}$$

TOTAL 1000 POINTS

PREFERENCES

If an offeror's proposal contains a valid NM State Resident Contractor Certificate or a NM Resident Veteran Contractor Certificate, the following points will be applied to an offeror's total points:

6. NM State Resident Contractor Certificate.....**50 points**

OR

7. NM State Resident Veteran Contractor Certificate**100 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All proposals will be reviewed for compliance with submittal requirements as stated within the RFP. Each prospective Offeror must answer all of the questions on the Statement of Qualifications forms, submit a Management Plan and Price Proposal and all required additional forms. Any Offeror failing to do so may be deemed non-responsive. Prime Contractors are hereby informed that in making evaluations and determination, Santa Fe County is not restricted to the minimum information required and that any relevant information regarding performance from reliable sources may be considered.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated using the factors in Section VI. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

GENERAL CONTRACTOR'S STATEMENT OF QUALIFICATIONS

VOLUME 1

1. ORGANIZATION

Name: _____

Address: _____

Principal _____ Office _____

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

☐ Other _____

a. How many years has your organization been in business as a Contractor? _____

b. How many years has your organization been in business under its present business name? _____

c. Under what other or former names has your organization operated? _____

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division (CID):

b. License Classification(s): _____; _____; _____; _____; _____; _____

c. License Number(s): _____; _____; _____; _____; _____; _____

d. Issue Date: _____ Expiration Date: _____

e. Is the firm's contractor's license free of ever being suspended or revoked by CID or by the appropriate licensing agency in any other state?

☐ Yes, Free of suspension or revocation ☐ No, (Explain)

Explanation: _____

List all applicable Business Licenses required by State of New Mexico or local law.

1. License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities:

Issue Date: _____ Expiration Date: _____

2. License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities:

Issue Date: _____ Expiration Date: _____

3. License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities:

Issue Date: _____ Expiration Date: _____

- g. Is your firm free from formal debarment from public works, federal, state or local jurisdictions? ☐ yes ☐ No (Explain)

Explanation: _____

3. EXPERIENCE

- a. Has your firm completed **one (1) or more** projects of similar complexity renovating an occupied building of this size using phased construction sequencing?

☐ Yes Number: _____ ☐ No

List similar projects below: Maximum Five (5)

PROJECT #1 – Describe how project directly relates to the Renovation & Upgrades project at the District Attorney's Office.

DESCRIPTION:

Project Type: _____ Contact Title: _____

Project Name: _____ Contact Name: _____

Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____

Contact: _____ Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$_____ Original Contract Duration (days): _____

Final Contract Amount
with all Change Orders: \$_____ Final Contract Duration (days)
with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? ☐ No ☐ Yes - days_____ \$_____

Percentage of Work Subcontracted: _____% Contract Type ☐ Competitive Bid Lump Sum
☐ Negotiated Lump Sum
☐ Guaranteed Maximum Price

☐ Other/Describe: _____

List Subcontractors/Type of Work Performed

1. _____

2. _____

3. _____

4. _____

5. _____

PROJECT #2 - Describe how project directly relates to the Renovation & Upgrades project at the District Attorney's Office.

DESCRIPTION:

Project Type: _____ Contact Title: _____

Project Name: _____ Contact Name: _____

Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____

Contact: _____ Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$_____ Original Contract Duration (days): _____

Final Contract Amount
with all Change Orders: \$_____ Final Contract Duration (days)
with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? ☐ No ☐ Yes - days_____ \$_____

Percentage of Work Subcontracted: _____% Contract Type ☐ Competitive Bid Lump Sum
☐ Negotiated Lump Sum
☐ Guaranteed Maximum Price
☐ Other/Describe: _____

List Subcontractors/Type of Work Performed

1. _____
2. _____
3. _____
4. _____
5. _____

PROJECT #3 - Describe how project directly relates to the Renovation & Upgrades project at the District Attorney's Office.

DESCRIPTION:

Project Type: _____ Contact Title: _____

Project Name: _____ Contact Name: _____

Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____

Contact: _____ Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$_____ Original Contract Duration (days): _____

Final Contract Amount	Final Contract Duration (days)
with all Change Orders: \$_____	with all Time Extensions: _____

PROJECT EXECUTIONWere Liquidated Damages Assessed on this Project? ☐ No ☐ Yes - days_____ \$_____

Percentage of Work Subcontracted: _____% Contract Type ☐ Competitive Bid Lump Sum
☐ Negotiated Lump Sum
☐ Guaranteed Maximum Price
☐ Other/Describe: _____

List Subcontractors/Type of Work Performed

1. _____
2. _____
3. _____
4. _____
5. _____

PROJECT #4 - Describe how project directly relates to the Renovation & Upgrades project at the District Attorney's Office.

DESCRIPTION:

Project Type: _____ Contact Title: _____

Project Name: _____ Contact Name: _____

Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____

Contact: _____ Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$_____ Original Contract Duration (days): _____

Final Contract Amount
with all Change Orders: \$_____

Final Contract Duration (days)
with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? ☐ No ☐ Yes - days_____ \$_____

Percentage of Work Subcontracted: _____% Contract Type [] Competitive Bid Lump Sum
[] Negotiated Lump Sum
[] Guaranteed Maximum Price
[] Other/Describe: _____

List Subcontractors/Type of Work Performed

1. _____
2. _____
3. _____
4. _____
5. _____

PROJECT #5 - Describe how project directly relates to the Renovation & Upgrades project at the District Attorney's Office.

DESCRIPTION:

Project Type: _____ Contact Title: _____

Project Name: _____ Contact Name: _____

Owner: _____ Contact Phone No: _____

DESIGN PROFESSIONAL

Name: _____ Phone No: _____

Contact: _____ Title: _____

Project Start Date: _____ Completion Date: _____

Original Contract Amount: \$ _____ Original Contract Duration (days): _____

Final Contract Amount
with all Change Orders: \$ _____ Final Contract Duration (days)
with all Time Extensions: _____

PROJECT EXECUTION

Were Liquidated Damages Assessed on this Project? ☐ No ☐ Yes - days _____ \$ _____

Percentage of Work Subcontracted: _____% Contract Type ☐ Competitive Bid Lump Sum
☐ Negotiated Lump Sum
☐ Guaranteed Maximum Price
☐ Other/Describe: _____

List Subcontractors/Type of Work Performed

1. _____
2. _____
3. _____
4. _____
5. _____

- b. State the average annual amount of construction work performed during the past five years:

- c. List below major construction projects your organization has *in progress* at this time.

Project #1-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

Project #2-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

Project #3-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

Project #4-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

Project #5-Name: _____
 Owner: _____ Owner Ph. # _____
 Architect/Engineer: _____ Arch./Eng. Ph.# _____
 Contract Amount: _____ Percentage Complete: _____
 Scheduled Completion Date: _____

- d. List the categories of work that you organization normally performs with its own forces.

4. KEY PERSONNEL EXPERIENCE

Please note that more consideration will be given to those meeting or exceeding the required qualifications stated below.

a. Does your assigned **Project Manager** have the following minimum qualifications and experience?

- 1) At least five (5) years' experience in the construction industry?
☐ Yes Number of Years: _____ ☐ No
- 2) Experience on at least one (1) construction types as identified in 3a?
☐ Yes Number Projects: _____ ☐ No
- 3) Experience as a Project Manager on one (1) or more construction projects valued at **\$100,000** or more?
☐ Yes Number Projects: _____ ☐ No

b. Does your assigned **Project Superintendent** have the following minimum qualifications and experience?

- 1) At least five (5) years' experience in the construction industry?
☐ Yes Number Years: _____ ☐ No
- 2) Experience on at least one (1) construction type as identified in 3a?
☐ Yes Number Projects: _____ ☐ No
- 3) Experience as a Project Superintendent on one (1) or more construction projects valued at **\$100,000** or more?
☐ Yes Number Projects: _____ ☐ No

c. Does your assigned **Safety Manager** have the following minimum qualifications and experience?

- 1) At least five (5) years' experience in a safety management role?
☐ Yes Number Years: _____ ☐ No
- 2) Experience on at least one (1) construction type as identified in 3a?
☐ Yes Number Projects: _____ ☐ No

d. List the individuals your firm will assign as your project manager team and the roles/functions each individual will perform during the construction/occupancy phase.

- 1) Project Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role in the past ten (10) years.

Is your Project Manager a Principal or Officer of the firm? [] Yes [] No

2) Superintendent: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role for the past ten (10) years.

Is your Superintendent a Principal or Officer of the firm? [] Yes [] No

3) Safety Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had similar role for the past ten (10) years.

Is your Safety Manager a Principal or Officer of the firm? ☐ Yes ☐ No

4) QA/QC Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role for the past ten (10) years.

Is your QA/QC Manager a Principal or Officer of the firm? ☐ Yes ☐ No

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources

1) List title and number of current employees:

Title	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 2) Does your firm have the immediate capacity to perform the work required for this project: ☐ Yes ☐ No

6. SURETY

- a. Firm's current surety company: _____

Will this surety be used for the construction contract for this project?

☐ Yes ☐ No (Explain)

Explanation: _____

Contact Agent: Name: _____ Telephone: _____

Years utilizing this surety: _____ Maximum Capacity: _____

Aggregate Total of current surety in force: _____

- b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

☐ Yes ☐ No (Explain)

Explanation: _____

- c. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

☐ Yes ☐ No (Explain)

Explanation: _____

- d. Has your firm used other surety companies since 2010?

☐ Yes (List) ☐ No

List:_____

- e. Is your firm able to obtain bonding in the amount required for the completion of this project? Please provide a notarized declaration from the surety identified above, stating the amount of bonding capacity available to your firm for this project.

[] Yes [] No (Explain)

Explanation:_____

7. SAFETY

- a. Does your firm have a written safety program compliant with current State regulations?

[] Yes [] No (Explain)

Explanation:_____

- b. List key safety personnel, including the designated safety manager who will be assigned to this project and list specific duties.

Name and Title	Specific Duties
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- c. Provide your company's Workmen's Compensation Experience Modification Rate (EMR) for the past three (3) years below:

2017_____/ 2016_____/ 2015_____

- d. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

[] Yes [] No (Explain)

Explanation: _____

8. INSURANCE AND CLAIMS HISTORY

- a. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last ***five (5)*** years in a construction related matter in which the contractor or any officer, is or was party? ☐ Yes ☐ No (Explain)

Explanation: _____

- b. Has your firm during the past ***five (5)*** years been free of a determination by a court of competent jurisdiction that it filed a false claim with any Federal, State or local government? ☐ Yes ☐ No (Explain)

Explanation: _____

- c. Does your firm have the ability to provide the required insurance in the limits stated in the sample construction contract? ☐ Yes ☐ No (Explain)

Explanation: _____

9. QUALITY ASSURANCE

- a. Does your firm have a written Quality Assurance Program? ☐ Yes ☐ No

10. PROJECT SCHEDULING

- a. Does your firm use computerized scheduling? ☐ Yes ☐ No

If yes, which programs and versions are used? Please list.

-
- b. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met? ☐ Yes ☐ No

If yes, list project(s) and reason for delay:

1) Project: _____

Reason for Delay: _____

2) Project: _____

Reason for Delay: _____

3) Project: _____

Reason for Delay: _____

-
- c. Has the firm been assessed liquidated damages due to scheduling for any period in the past *ten (10)* years? ☐ Yes ☐ No

If yes, list projects:

11. LABOR CODE VIOLATIONS

- a. Has your firm, during the last five (5) years, been free of any determination by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public projects? ☐ Yes ☐ No (Explain)

Explanation: _____

- b. Is the firm free of all Sub-contractor Fair Practices Act violations for the past ***five (5)*** years? ☐ Yes ☐ No (Explain)

Explanation: _____

12. EQUIPMENT

- a. List below equipment to complete the work described and name of certified operator.

EQUIPMENT TYPE	OPERATOR EXPERIENCE (IN YRS)
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____

13. NEW MEXICO RESIDENT CONTRACOR OR RESIDENT VETERANS PREFERENCE

- a. Submit a copy of a valid Resident Contractor preference certificate issued by the New Mexico Taxation and Revenue Department.

OR

- b. Submit a copy of a valid Resident Veterans preference certificate issued by the New Mexico Taxation and Revenue Department and complete Resident Veteran Certification form (Appendix C).

14. MANAGEMENT PLAN (attached additional pages, if necessary)

Please describe how you would manage this project, including staffing, technical approach to the project and your proposed schedule, should you be awarded this construction project. What challenges do you foresee on this project? Do you see any opportunity for value engineering and the estimated costs savings and accelerating the schedule?

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

The undersigned certifies that all of the Qualification information submitted with this form is true and correct.

Name & Title	Date
--------------	------

Signature _____

Firm Name _____

Address	City, State, Zip Code

Email Address	Telephone Number
---------------	------------------

-----End of Contractor's Qualification Statement Questionnaire-----

SUBCONTRACTOR'S STATEMENT OF QUALIFICATIONS**VOLUME 1 (CONTINUED)**

**Complete one form for each subcontractor listed on
Subcontractor Listing Form (Appendix D) for all work over \$5,000 or one half of one percent
of the total contract (whichever is greater)**

(Fill in the line with ***DISCIPLINE/TRADE***) _____

1. ORGANIZATION

Name: _____

Address: _____

Principal Office: _____

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

☐ Other _____

a. How many years has your organization been in business as a Contractor? _____

b. How many years has your organization been in business under its present name?

c. Under what other or former names has your organization operated? _____

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico

Construction Industries Division (CID):

b. License Classification: _____ License Code: _____

c. License Number: _____

d. Issue Date: _____ Expiration Date: _____

e. Is the firm's contractor license free of ever being suspended or revoked by CID or by the appropriate licensing agency in any other state?

[] Yes, Free of suspensions or revocation [] No (Explain)

f. List all applicable Business licenses required by the State of New Mexico or local laws?

1) License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities.

Issue Date: _____ Expiration Date: _____

2) License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities.

Issue Date: _____ Expiration Date: _____

3) License Number: _____ Jurisdiction: _____

Name of License Holder, exactly as it appears on file with jurisdictional authorities.

Issue Date: _____ Expiration Date: _____

g. Is your firm free from formal debarment from Public Works, federal, state or local jurisdictions? [] Yes [] No (Explain)

Explanation: _____

3. EXPERIENCE

a. Has your firm completed one (1) or more river stabilization and restoration projects of similar complexity?

[] Yes [] No

List Projects:

Project 1 Name:

Project 2 Name:

Project 3 Name:

4. KEY PERSONNEL EXPERIENCE

Please note that more consideration will be given to those meeting or exceeding the required qualifications stated below.

a. Does your assigned **Project Manager** have the following minimum qualifications and experience?

1) At least **five (5)** years' experience in the construction industry?

☐ Yes Number Years: _____ ☐ No

2) Experience on at least one (1) construction type as identified in 3a?

☐ Yes Number Projects: _____ ☐ No

3) Experience as a Project Manager on one (1) or more projects requiring construction coordination of a project valued at a **total** construction cost of **\$60,000** or more?

☐ Yes Number Projects: _____ ☐ No

b. Does your assigned **Project Superintendent/Lead Foreman** have the following minimum qualifications and experience?

1) At least **five (5)** years' experience in the construction industry?

☐ Yes Number Years: _____ ☐ No

2) Experience on at least **one (1)** construction type as identified in 3a?

☐ Yes Number Projects: _____ ☐ No

3) Experience as a **Superintendent/Lead Foreman** on **one (1)** or more projects requiring construction coordination of a project valued at a **total** construction cost of **\$60,000** or more?

☐ Yes Number Projects: _____ ☐ No

c. Does your assigned **Safety Program Manager** have the following minimum qualifications and experience?

1) At least **three (3)** years' experience in a safety management role?

☐ Yes Number Years: _____ ☐ No

2) Experience on at least **one (1)** construction type as identified in 3a?

[] Yes Number Projects: _____ [] No

d. List the individuals your firm will assign as your project management team and the roles/functions each individual will perform during the construction/occupancy phase.

1. Project Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role in the past ten (10) years.

Is your Project Manager a Principal or Officer of the firm? [] Yes [] No

2. Supt/Lead Foreman: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role for the past ten (10) years.

Is your Superintendent a Principal or Officer of the firm? [] Yes [] No

3. Safety Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role for the past three (3) years.

Is your Safety Manager a Principal or Office of the firm? ☐ Yes ☐ No

4. QA/QC Manager: _____ Years with your firm: _____

Present Position/Job Title: _____ Years in this Position: _____

List other project(s) this person has had a similar role for the past five (5) years.

Is your QA/QC Manager a Principal or Officer of the firm? ☐ Yes ☐ No

5. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources

1) List title and number of current employees:

Title	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2) Does your firm have the immediate capacity to perform the work required for this project? ☐ Yes ☐ No (Explain)

Explanation: _____

- b. Please list all projects currently under contract valued over \$_____ with scheduled completion dates. (Attachment E)
☐ See Attachment ☐ None

6. SURETY

- a. Firm's current surety company: _____

Will this surety be used for the construction contract for this project?

☐ Yes ☐ No (Explain)

Explanation: _____

Contact Agent/Name: _____ Telephone Number: _____

Years utilizing this surety: _____ Maximum Capacity: _____

Aggregate Total of current surety in force: _____

- b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

☐ Yes ☐ No (Explain)

Explanation: _____

- c. Is your firm free of having any construction contracts taken over by a surety or a General Contractor for completion in the past *five (5)* years?

☐ Yes ☐ No (Explain)

Explanation: _____

- d. Has your firm used other surety companies since 2010?

☐ Yes (List ☐ No

List:

- e. Is your firm able to obtain bonding in the amount required for the completion of this project?

Please provide a notarized declaration from the surety identified above stating the amount of bonding capacity available to your firm for this project.

[] Yes [] No (Explain)

Explanation: _____

The undersigned certifies that all of the Qualification information submitted with this form is true and correct.

 Name & Title Date

 Signature

 Firm Name

 Address City, State, Zip Code

 Email Address Telephone Number

-----End of Subcontractor's Qualification Statement Questionnaire-----

**COST PROPOSAL FORM
VOLUME 2**

**COST PROPOSAL TO
RENOVATE AND UPGRADE
THE DISTRICT ATTORNEY'S OFFICE**

Note: All bid amounts are exclusive of Gross Receipts Tax

Date of Proposal: _____

New Mexico State Contractor's License No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Contractor's Public Works Registration No. _____

RFP # 2018-0259-PW/KE

Project Name: Renovation and Upgrades at the District Attorney's Office

Proposal of (company name): _____

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual. **(Circle correct one).**

To: Santa Fe County Public Works Department, Santa Fe New Mexico (hereinafter called the "Owner") for:

Renovation and Upgrades at the District Attorney's Office

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for **Renovation and Upgrades at the District Attorney's Office** having examined the drawings and specifications, with related documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, materials and supplies, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Amendment/Addendum No: ___, dated ___, Amendment/Addendum No: ___,
dated _____

Amendment/Addendum No: ___, dated ___, Amendment/Addendum No: ___,
dated _____

BASE Price: The Offeror agrees to perform all work for the construction of the project, Renovation and Upgrades at the District Attorney's Office, as described in the Project Manual and as shown on the Drawings for the following lump sum: (Amounts to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern, **please print.**) **All sums will exclude NM Gross Receipts Tax.**

Total Cost Proposal Sum Written in Words: _____

_____ **Dollars, (\$ _____)**

The Offeror understands that the contract will be awarded in accordance with the provisions of the Instructions to Bidders/Offerors and that the Owner reserves the right to reject any or all proposals and to waive any formalities in the proposal.

The Offeror agrees that this price will be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals or ninety (90) calendar days after receipt of best and final offer if one is submitted.

Upon receipt of written notice of acceptance of this Price, Offeror will execute the final contract and deliver surety bonds as required by the Instructions to Bidders/Offerors within seven calendar days.

The BID SECURITY attached in the sum of 5% of the amount bid is: _____

_____ **Dollars, (\$ _____)**

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By : (Authorized Signature) _____ Date: _____

By : (Same Name, Printed or Typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

_____ Zip: _____

Fax: _____ Email: _____

(Affix Corporate Seal if bid by Corporation):

END OF COST PROPOSAL

ATTACHMENT 1
LETTER OF TRANSMITTAL

RFP. NO. 2018-0259-PW/KE

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer: Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer: Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Subcontractors (Select one)

____ No subcontractors will be used in the performance of any resultant contract OR

____ The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

 (Attach extra sheets, as needed)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II.
 ____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
 ____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2018
 Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

Attachment 2

EMR - Experience Modification Rate

RFP No. 2018-0259-PW/KE

EMR - Experience Modification Rate

Experience Modification Rate (EMR) has strong impact upon a business. It is a number used by insurance companies to gauge both past cost of injuries and future chances of risk. The lower the EMR of your business, the lower your worker compensation insurance premiums will be. An EMR of 1.0 is considered the industry average.

If your business has an EMR greater than 1.0 the reasons are simple. There has been a worker compensation claim that your insurance provider has paid. To mitigate the insurance company's risk, they raise your worker compensation premiums. EMR is on the company records for 3 years.

EMR Calculation

1. The base premium is calculated by dividing a company's payroll in a given job classification by 100, and then by a 'class rate' determined by the National Council on Compensation Insurance (NCCI) that reflects the inherent risk in that job classification. For example, structural ironworkers have an inherently higher risk of injury than receptionists, so their class rate is significantly higher.
2. A comparison is made of past claims history to those of similar companies in your industry. If you've had a higher-than-normal rate of injuries in the past, it is reasonable to assume that your rate will continue to be higher in the future. Insurers examine your history for the three full years ending one year before your current policy expires. For example, if you're getting a quote for coverage that expires on January 5, 2008, the retro plan will look at 2004, 2005 and 2006.
3. NCCI has developed a complicated formula that considers the ratio between expected losses in your industry and what your company actually incurred, as well as both the frequency of losses and the severity of those losses. A company with one big loss is going to be 'penalized' less severely than a company with many smaller losses, because having many small losses is seen as a sign that you'll face larger ones in the future.
4. The result of that formula is your EMR, which is then multiplied against the manual premium rate to determine your actual premium (before any special discounts or credits from your insurer). Essentially, if your EMR is higher than 1.00, your premium will be higher than average; if it's 0.99 or lower, your premium will be less.

ATTACHMENT 3

New Mexico Employees Health Coverage Verification Form

CONTRACTOR NAME: _____

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

(Check one)

_____ I have less than 6 employees at this time.

_____ I agree with the terms and conditions stated above.

Signature

Date

APPENDIX A**ACKNOWLEDGEMENT OF RECEIPT FORM**

**RENOVATION AND UPGRADES AT THE
DISTRICT ATTORNEY'S OFFICE
RFP NO. 2018-0259-PW/KE**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix J.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **March 30, 2018**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Karen Emery
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 992-6759
(505) 989-3243
kkemery@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C**RESIDENT VETERANS PREFERENCE CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check the box:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made by checking the box constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D**SUBCONTRACTOR LISTING**

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000 or one half of one percent of the total contract amount, whichever is greater.
3. The Bidder shall list the Subcontractor's Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The awarded contractor will be required to provide signatures for all subcontractors listed on the subcontractor listing form.
4. For ***all trades*** that are listed "***only one bid received***" or "***no bid received***" the Contractor must list the names and telephone numbers of all businesses contacted for a quote.

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3.		
Signature of Subcontractor (To be obtained after award of contract):		

SUBCONTRACTOR LISTING

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		

SUBCONTRACTOR LISTING

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
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Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		

SUBCONTRACTOR LISTING

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3.		

APPENDIX E**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

- (1) They are the _____ of _____ the Offeror that has submitted the attached Proposal;
- (2) They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2018.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX F**CERTIFICATION OF NON-SEGREGATED FACILITIES**

(Applicable to construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

SIGNED: _____

TITLE: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX G**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY****INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any Offeror or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the proposal or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Offeror has not filed a compliance report due under applicable instructions, such Offeror shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF OFFEROR

Offeror's Name: _____

Address: _____

1. Offeror has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes ____ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ____ No ____

Certification -- The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE

APPENDIX H

**WAGE RATE DETERMINATION
(WILL BE PROVIDED IN ADDENDUM 1)**

APPENDIX I

PLANS, SPECIFICATIONS AND PROJECT MANUALS

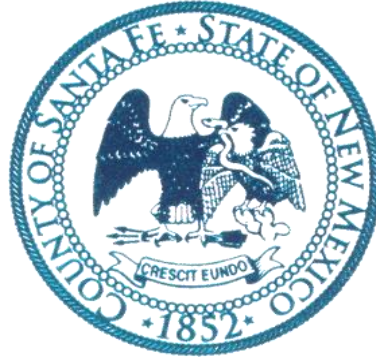
Go to Drop Box

https://www.dropbox.com/sh/w53i72ssb6d2qeh/AAB_9ghlMErUWJ244EXyHwba?dl=0

APPENDIX J

SAMPLE CONSTRUCTION CONTRACT

SAMPLE
AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES



SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

2014 EDITION

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.]

Hereafter "County":
Katherine Miller, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200
FAX: 505-995-2740

Hereafter "Contractor":

TELEPHONE: _____
E-MAIL ADDRESS: _____

ARCHITECT [or ENGINEER]
NAME: _____
ADDRESS: _____

TELEPHONE: _____
E-MAIL ADDRESS: _____

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RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Request for Proposals (RFP) No. 2018-0259-PW/KE for construction services for Renovation and Upgrades at the District Attorney's Office; and

WHEREAS, the Contractor submitted its bid, dated _____ in response to RFP No. 2018-0259-PW/KE; and

WHEREAS, the County is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100, NMSA 1978; and

WHEREAS, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

WHEREAS, the Owner agrees to hire the Contractor, and the Contractor agrees to provide Construction Services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

ARTICLE 1

THE CONTRACT DOCUMENTS

1.1 DOCUMENTS

The contract documents consist of the following:

- Agreement between County and Contractor
 - General Conditions of the Construction Contract
 - Conditions of the Work of the Construction Contract
 - Bid Sheet Attachment A
 - Addenda and Modifications issued Attachment B
- before and after execution of this Contract

1.2 CERTIFICATES AND DOCUMENTATION

The following certificates and documentation are hereby attached as exhibits as follows:

Project Manual	Exhibit A
Technical Specifications as listed in Plan Set	Exhibit B
Labor and Material Payment Bond	Exhibit C
Performance Bond	Exhibit D
Assignment of Antitrust Claims	Exhibit E
Certificate of Insurance	Exhibit F
Notice of Award	Exhibit G
Notice to Proceed	Exhibit H
Change Order	Exhibit I
Certificate of Substantial Completion	Exhibit J

ARTICLE 2

THE WORK

2.1 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

Insert description of work

ARTICLE 3

EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND AMENDMENTS

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of signature by the County.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit H.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion of the entire work no later than _____ () calendar days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of _____ dollars (\$) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any change order, and until issuance by the County of a certificate of Substantial Completion in accordance with Paragraph 7 (Effective Date and Term) of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract and it is further mutually understood and agreed that the work outlined in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- B. The Contractor agrees that work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount shall be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that

the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1. To any preference, priority or allocation order duly issued by the County;
 2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
 3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.
- F. Provided further, that the Contractor shall, within ten days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the County to the Contractor. Any such amendment shall be in accordance with Paragraph 10 (Amendments – Change Orders) of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

ARTICLE 4

CONTRACT SUM

4.1 LUMP SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon Lump Sum of (enter dollar amount in words) Dollars (\$0.00 enter dollar amount), exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows:

(insert data from bid form concerning base bid, alternates, etc.)

Base Bid

\$

List Alternates, if applicable	\$	
	\$	
	\$	
Total Contract Amount	\$, exclusive of NM grt

ARTICLE 5

PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

- A. No later than 21 working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within 21 days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the 22nd day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).

- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within 30 calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties below,

SANTA FE COUNTY

 Anna Hansen, Chair
 Santa Fe County Board of County Commissioners

ATTESTATION

 Geraldine Salazar
 Santa Fe County Clerk

 Date

Approved as to form:

 R. Bruce Frederick
 Santa Fe County Attorney

 Date

Finance Department:

 Stephanie S. Clarke
 Finance Director

 Date

CONTRACTOR:

 Signature

 Date

 Print Name

 Print Title

GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES

1.0 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 1.1 *Application for Payment*** Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2 *Change Order*** A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be signed by the Architect/Engineer, provided they have written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3 *Calendar Day*** Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4 *Contract Period*** The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5 *Contractor*** is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6 *Construction Documents*** All drawings, specifications and addenda associated with a specific construction project.
- 1.7 *Construction Schedule*** A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated

amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

- 1.8 Day** The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9 Labor and Material Payment Bond** A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).
- 1.10 Lump Sum Agreement** (*See Stipulated Sum Agreement*)
- 1.11 Lump Sum Bid** A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 Lump Sum Contract** A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 Payment Bond** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 Performance Bond** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 Progress Payment** A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 Progress Schedule** A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 Punch list** a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.

- 1.18 *Schedule of Values*** A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19 *Services*** Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- 1.20 *Stipulated Sum Agreement*** A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Lump Sum Contract).
- 1.21 *Subcontractor*** is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22 *Unit Price Contract*** A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23 *Unit Prices*** A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24 *Working Day*** means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect or Engineer may charge a Working Day.
- 1.25 *Work on (at) the project*** is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1 Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have

been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated in this written Agreement.

2.2 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

2.3 Conflicting Conditions. Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

3. PLANS, SPECIFICATIONS AND ADDENDA

3.1 The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement Between County and Contractor for Construction shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

3.2 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY – BONDS

4.1 Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

4.2 Payment Bond. The Contractor shall provide payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the contract documents. The Payment Bond shall remain in effect until one year after the date when final payment becomes due.

4.3 Additional or Substitute Bond. If at any time the County for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other

surety or sureties as may be satisfactory to the County. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the County.

- 4.4 Labor and Material Bond.** The Contractor shall provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

- 5.1 Words and Phrases.** Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 5.2 Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3 Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4 Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2** In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3** Minimum Wage Rates. The Contractor, all subcontractors and sub-subcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.

- 6.4** This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5** Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6** New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
- 6.7** Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

7. EFFECTIVE DATE AND TERM

- 7.1** This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.
- 7.2** This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

- 8.1** Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- 8.2** Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.
- 8.3** Right of the County to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this

Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. AMENDMENTS – CHANGE ORDERS

Contract Documents may be amended by a Change Order, hereto attached as Exhibit I to allow for additions, deletions, and revision as specified in Article 2 “The Work” of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

11. INDEMNIFICATION

- 11.1** The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- 11.2** The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- 11.3** The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

- 12.1** Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for

Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within 15 days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.

12.2 A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.

12.3 Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

13.1 Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.

13.2 County and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

13.3 If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E) (3) NMRA.

14. INSURANCE

14.1 The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the

County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

- 14.2 Proof of Carriage of Insurance.** The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".
- 14.3 General Conditions.** The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 14.4 General Liability Insurance, Including Automobile.** The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.
- 14.5 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6 Workers' Compensation Insurance.** The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
- 14.7 Scope of Insurance and Special Hazards.** The insurance require under subparagraphs 14.4

and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.

14.8 Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

14.9 Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

14.10 Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

15.1 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

15.2 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

15.3 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and

the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

16.1 No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during its tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16.2 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

16.3 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. ASSIGNMENT

17.1 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

18. SUBCONTRACTING

- 18.1** The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.
- 18.2** Contractor shall provide to the County a listing of subcontractors within ten (10) days of the Contract award.
- 18.3** Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4** Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5** The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 18.6** The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7** The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the contract documents.
- 18.8** Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.
- 18.9** All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights Subcontractor or

Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19 NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

19.1 All work performed under this Agreement shall be performed by the Contractor or under its supervision.

19.2 The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

20. NOTICES

20.1 Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Public Works Department
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: _____

20.2 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

21. RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation

that the Contractor may have.

22. WAIVER

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 1.1** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer/County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/ Engineer/County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the work.

2. SHOP OR SETTING DRAWINGS

- 2.1** The Contractor shall submit promptly to the Architect/Engineer/County two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer/County with two corrected copies. If requested by the Architect/Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer/County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Architect/Engineer/County in writing of any deviations at the time the

Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

3.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

3.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the County.

4. CONTRACTOR'S TITLE TO MATERIALS

4.1 No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

5.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.

5.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

6.1 Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue

numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer/County's written approval.

7. PATENTS

- 7.1** The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- 7.2** License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.
- 7.3** If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1** Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2** Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Contract.
- 8.3** The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the

maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

9.1 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer/County as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.

9.2 The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the County.

10. WEATHER CONDITIONS

10.1 In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer/County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer/County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

11.1 The Contractor shall at all times safely guard the County's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the County, or its duly authorized representatives.

11.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer/County, in a diligent manner. The Contractor shall notify the Architect/Engineer/County immediately thereafter. Any claim for compensation by the

Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/County for approval.

- 11.3** Where the Contractor has not taken action but has notified the Architect/Engineer/County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer/County.
- 11.4** The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

- 12.1** The authorized representatives and agents of the County shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

- 13.1** The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning work performed or to be performed under this Contract.

14. SUPERINTENDENT BY CONTRACTOR

- 14.1** At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/ Engineer/County and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

- 15.1** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
 - 1) Labor, including foremen;
 - 2) Materials entering permanently into the work;
 - 3) The County's or rental cost of construction equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age and unemployment contributions.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed ten percent (10%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS

- 16.1** Without invalidating the contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Architect/Engineer, acting officially for the County, and the price is stated in such order.

17. INSPECTION OF SERVICES

- 17.1** The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as the Contract requires.
- 17.2** The County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.
- 17.3** If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- 17.4** If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.

- 17.5** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the Contract for default.

18. CORRECTION OF WORK

- 18.1** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer/County shall be equitable.

19. WARRANTY OF CONSTRUCTION

- 19.1** In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- 19.2** This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.
- 19.3** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.
- 19.4** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

- 19.5** The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8** In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9** Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10** This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

- 20.1** Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/Engineer/County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

- 21.1** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

- 22.1** Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

22.2 Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor.

23. ASSIGNMENTS

- 23.1** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

- 24.1** If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

25. SEPARATE CONTRACT

- 25.1** The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

26. ARCHITECT/ENGINEER'S AUTHORITY

- 26.1** The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.
- 26.2** The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall

be adjusted and determined by the Architect/Engineer/County.

27. STATED ALLOWANCES

- 27.1** It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

28. USE OF PREMISES AND REMOVAL OF DEBRIS

- 28.1** The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

29. QUANTITIES OF ESTIMATE

- 29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

- 30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

31. GENERAL GUARANTY

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

- 32.1** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

33. INTEREST OF MEMBER

- 33.1** No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

34. OTHER PROHIBITED INTERESTS

34.1 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

35.1 The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:

- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
- C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

ATTACHMENT A

BID SHEETS

ATTACHMENT B

ADDENDA & MODIFICATIONS

EXHIBIT A

PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT, THAT WE _____

_____ as PRINCIPAL hereinafter called the "PRINCIPAL" and _____ as SURETY hereinafter called the "SURETY", are held and firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in the amount of _____ (\$.) dollars for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 20__, with the COUNTY for the construction services for the (insert project description) in Santa Fe County, New Mexico, which must be constructed in accordance with drawings and specifications which contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be

justly due claimant, and have execution thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of an sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within ninety (90) days after such said claim is made or suit filed, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or SURETY, at any place where an office is regularly maintained by said COUNTY, PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

CONTRACTOR – PRINCIPAL (signature)

By: _____

(Printed name and title)

(seal)

NOTARY PUBLIC

My Commission expires: _____

SURETY (signature)

(Printed name and title)

(seal)

NOTARY PUBLIC

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT D
PERFORMANCE BOND
(SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____, as PRINCIPAL
hereinafter called the "CONTRACTOR" and _____
_____, as SURETY

hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of _____ (\$_____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2015, with the COUNTY for the construction services for the (insert project description) Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

CONTRACTOR – PRINCIPAL (signature)

By: _____

(Printed name and title)

(seal)

NOTARY PUBLIC

My Commission expires: _____

SURETY (signature)

(Printed name and title)

(seal)

NOTARY PUBLIC

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:

PROJECT:

ADDRESS:

PROJECT NO:

PHONE NO.:

_____ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: _____

BY: _____

Signed by Individual empowered to obligate Suppliers,

Subcontractors or Sub-subcontractors

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G
NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO. _____

This is to inform that you that you have been awarded the Contract for:

Project Name: _____

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

Santa Fe County hereby accepts your offer on the solicitation No. _____ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

SANTA FE COUNTY

Name of Public Works Director or designee: _____

(Print Name)

Signature

EXHIBIT H
NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

RFP NO.

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion [REDACTED] calendar days thereafter, which shall be [REDACTED], 2015, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER: Santa Fe County

SFC [REDACTED] DEPARTMENT

By: _____

[REDACTED]

Director, SFC Department

EXHIBIT I
CHANGE ORDER

PROJECT:

CONTRACTOR

CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:

Contractor e-mail:

ENGINEER'S/ARCHITECT'S PROJECT NO:

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was

Net change by previously authorized Change Orders \$0.00

The Contract Sum prior to this Change Order was the Contract Sum will be
increased/decreased/unchanged

by this Change Order in the amount of \$0.00

The new contract Sum including this Change Order will be \$0.00

The Contract Time will be increased/decreased/unchanged by days.

The date of Substantial Completion as of the date of this Change Order therefore is:

CHANGE ORDER SIGNATURE PAGE

APPROVED

SANTA FE COUNTY By: _____ Date: _____

Approved as to form:

By: _____ Date: _____
R. Bruce Frederick
County Attorney

Finance Department:

By: _____ Date: _____
Stephanie S. Clarke
Finance Director

CONTRACTOR By: _____ Date: _____

Title: _____

ARCHITECT/ENGINEER By: _____ Date: _____

Title: _____

EXHIBIT J
CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work's substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within ___ days from date of receipt from Architect/Engineer.

Contractor

Signature	Print Name	Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee)	Print Name	Date

Inspected/Concurrence Architect/Engineer

Signature	Print Name	Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by _____
(Date)

The punch list consists of _____(indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as _____ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)